

JOURNAL CO., LAWRENCE, KAN.

For value received I do hereby sell and assign the mortgag and the note therein described to Alex Lewis this the 18<sup>th</sup> day of October A.D. 1898 before me G.A. Baetz a Notary Public in and for said County and State of Kansas his attorney in fact who so personally presents me to be the same

Recorded Oct 18, 1898  
S. D. Lawrence  
Deed of Deeds

Geo. A. Baetz Notary Public  
Geo. A. Baetz Notary Public Dec. 1 - 1900

This Indenture, Made this 21<sup>st</sup> day of April in the year of our

Lord one thousand eight hundred and ninety two between  
John Arnold and Rosetta Arnold his wife of the Township  
of Marion in the County of Douglas and State of Kansas  
of the first part, and Joseph Phelps of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine Hundred DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The West half of the Northwest quarter of Section 21 in Township 14 of Range 15, also beginning forty rods east of the Southwest corner of the Southeast quarter of section 14 in Township 14 of Range 15, then running North forty six rods thence East forty rods thence South forty six rods, thence West forty rods to the place of beginning containing twelve acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part

do hereby covenant and agree at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of

Nine Hundred Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part payable five years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns. Privilege reserved to pay \$100 at time of any interest payment.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Hugh Blair

E. J. Arnold

(SEAL)

Rosetta Arnold

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 21<sup>st</sup> day of April, A.D. 1898, before me Hugh Blair a Notary Public in and for said County and State, came John Arnold and Rosetta Arnold his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 28 - 1895

Hugh Blair

Notary Public.

Recorded April 22 - A.D. 1898, at 11<sup>th</sup> o'clock A.M.

The following is enclosed with the original instrument  
The note herein described having been paid in full, the mortgage is hereby released, and the new  
mortgage created, discharged, as in witness my hand, this 19<sup>th</sup> day of April A.D. 1900 - Joseph Phelps  
Recorded April 19, 1900 - S. D. Lawrence Notary & Deed  
By his attorney in fact  
Alex Lewis  
By Willie P. Squires Deputy